

**The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with the City of North Port**

This Agreement is entered into by and between The School District of Manatee County, Florida, (“School District”) and the City of North Port, Florida (“City”).

WHEREAS, the City provides fire rescue services to the City’s residents through the City’s Fire Rescue District; and

WHEREAS, it is of mutual interest and benefit to the School District and the City that the students enrolled in any of the School District’s Health Science Programs at Manatee Technical College (“College”) be provided the opportunity and benefit of clinical experience provided by the City’s Fire Rescue District (the “Experience”); and

WHEREAS, the City has agreed to make its Fire Rescue District personnel and facilities (“Locations”) available to the School District for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, which are hereby deemed to be incorporated into this Agreement as an integral part hereof and not mere recital hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **SCHOOL DISTRICT RESPONSIBILITIES:** The School District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

- A. **Educational Services:** The School District shall provide the City with students enrolled in any of the School District’s Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (“Students”). The School District shall also provide the requisite instruction, supervision, and guidance to Students as appropriate and required for the clinical phase of their respective program.
- B. **Coordinator:** The School District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the School District (“Coordinators”). The Coordinators shall:
 - i. Make periodic visits to the Locations;
 - ii. Upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to the City;
 - iii. Collaborate with assigned City personnel at the Locations to ensure that Students meet identified curriculum competencies.

The Coordinators shall have the authority, after consultation with the City’s representative at the Location, to remove a Student from the Experience, if deemed appropriate at the City’s sole discretion.

- C. **Health of Students:** All Students shall pass a medical examination acceptable to the City and prove free of tuberculosis prior to their participation in the Experience at any Location

at least once a year or as otherwise required by Florida law. The School Board or the Student, or a parent or guardian of the Student, shall be responsible for arranging for the Student's medical care and/or treatment, if necessary, including transportation, in cases of illness or injury while participating in the Experience at the City. In no event shall the City be financially responsible for said medical care and/or treatment.

- D. **Performance of Services:** All faculty provided by the School District shall be duly licensed, certified, or otherwise qualified to participate in the Experience. The School District and all Students shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of the City, and any rules and regulations of the School District as may be in effect from time to time. Neither the School District nor any Student shall interfere with or adversely affect the operation of the City or the performance of services therein.
- E. **Regulatory Compliance:** The School District understands that the City must ensure full compliance with all federal, state, and local regulations, as well as accreditation standards. Accordingly, the School District will cooperate with the City by providing relevant documents for each student as reasonably requested by the City within thirty (30) days of request.
- F. **Student Conduct:** Students shall be required to comply with all applicable Standards of Conduct during their participation in the Experience. The Standards of Conduct are attached hereto as Composite Exhibit "B" and are hereby incorporated by reference into this Agreement as if fully set forth herein. Additionally, the City and the School District agree that Students will be subject to the rules and regulations of the City. The City reserves the right, at its sole discretion and in consultation with the Coordinator, to discontinue the participation of any Student at its Locations if the Student violates applicable Standards of Conduct, rules, or regulations.
- G. **Patient Records:** The School District shall ensure that all required patient records relating to the educational services rendered by its personnel and Students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by the City or any applicable Payor. All such records shall be delivered to and maintained by the School District and in accordance with its policies and procedures. The School District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.
- H. **Miscellaneous:** All students, employees, agents, and representatives of the School District participating in the Experience shall coordinate their activities with the City's Division Chief of Emergency Medical Services or his designee.

2. **CITY RESPONSIBILITIES:** The City shall perform all of the following duties and obligations with due diligence, care, and in good faith:

- A. The City shall accept Students assigned to the Experience by the School District and provide opportunities to observe and assist in various healthcare fields related to the City's Fire Rescue District.

B. License/Certification:

- i. The City shall be licensed and fully accredited by an appropriate accrediting body and all individuals responsible for direction of Students shall be licensed/certified in the State of Florida.
- ii. Locations and facilities of the City shall be properly licensed and fully accredited by the appropriate accrediting body.
- iii. Upon written request of the School District, the City shall provide certification of the aforementioned information within thirty (30) days.

C. The City shall not compensate Students for their participation in the Experience.

D. The City and the School District agree that Students may be scheduled for assignment during regular operating hours of the City and the City's Fire Rescue District.

E. **Regulatory Compliance:** The City will ensure full compliance will any and all federal, state, and local regulations, as well as all requirements for accreditation.

- i. To the extent required by federal, state, or local regulation, the City shall provide the Students with direct supervision by designated personnel licensed or certified by the State of Florida during the Experience at any Location.
- ii. The City shall comply with all state and Federal laws and regulations relating to workplace safety.

F. **Standards of Conduct:** The City will be held to the same standards of conduct as School District employees while conducting business with School District. These standards, as defined in School District policies and attached hereto as Exhibit "C", and will apply only to City employees and employees of City's subcontractors who are involved with work pursuant to this Agreement.

G. **Evaluations:** Upon the request of the School District at the end of the Experience, the City shall assist the School District in the evaluation of each Student's performance in the Experience. However, the School District shall at all times remain solely responsible for the evaluation and grading of the Students.

H. The City shall retain ultimate control over all patient care decisions and will remain responsible for the quality of patient care.

3. **PROVISION OF EDUCATIONAL EXPERIENCE:** The City shall, as a part of and in furtherance of the Experience, provide the following:

- A. Observational educational and practice experiences in the patient units and clinics and in other departments.
- B. Orientation of the Students and School District personnel to the Locations, physical facilities, policies, and procedures of the City and Locations, as required.
- C. Use and/or patronage of any City cafeterias or similar areas at Locations by Students and School District personnel, if available, at the sole cost and expense of the user/patron.

4. **NONDISCRIMINATION AND ANTI-HARASSMENT:** The School District and the City shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.
5. **INCIDENT/INJURY REPORTING:** The School District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of the City. The City shall be responsible for implementing the post-exposure protocols in Exhibit "A". Neither the School District, College, City, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The School District shall be responsible for compliance by the School District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings, or orders related to safe work practices and environment. School District and the City shall follow the post-exposure evaluation protocols established in Exhibit "A" and shall require their respective personnel and Students to comply with same.
6. **INSURANCE:** During the term of this Agreement and any extension thereof, the School District shall maintain, at its own cost and expense, professional liability insurance for all assigned students with minimum coverage of at least \$1 million per occurrence and \$3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then the School District will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, the School District agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of the City, the School District will provide a certificate of insurance verifying coverage, and the School District will notify the City in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If the School District fails to obtain or maintain the insurance required hereunder, the City at its option may terminate this Agreement.

The City shall obtain and maintain professional liability and general liability insurance in the minimum amounts of \$1 million per occurrence and \$3 million in the aggregate per annum that provides coverage for activities that the City and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to the School District annually unless requested earlier. The City shall give the School District thirty (30) days prior written notice to the extent the City has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify the School District. In the event that the City maintains claims-made coverage, and the City's coverage is terminated within three (3) years of the date on which the School District ceases to participate or have Students participate in the Experience or School District employees facilitate participation in the Experience pursuant to this Agreement, the City Site shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of three (3) years from the last date on which School District, any Student or any School District employee participated or facilitated in the Experience, as contemplated by this Agreement. Failure to secure and maintain the insurance

coverage required by this Agreement shall constitute a material default and the Agreement may be terminated by School District.

7. **INDEPENDENCE OF THE PARTIES:** The relationship between the School District and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. The City's Fire Rescue District retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the City and state and federal law. Likewise, in performance of their separate businesses, it is understood and agreed by the City and School District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between the School District and the City other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant, or representative of the other.

8. **TERM; extension; TERMINATION:**

- A. Term and Extension: This Agreement shall be in effect for a period of three (3) years commencing on the date all parties approve or execute and terminating on June 30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.
- B. Termination for Cause: A party shall be considered in material breach of this Agreement and such breach will be considered cause to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by a party or by any a party's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. The non-breaching party shall promptly notify the breaching party in writing of the determination and the reason(s) for the termination, together with the effective date of the termination.
- C. Termination for Convenience: Upon not less than 30 days advance written notice, either party may terminate this Agreement, in whole or in part, for convenience and without cause in accordance with this clause.
- D. The North Port City Commission grants its City Manager or designee the authority to terminate this Agreement for the City pursuant to the terms and conditions of this Agreement.
- E. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this

Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

9. NOTICE

A. Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For City of North Port, Florida:

City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286

with a copy to:

City of North Port, Florida
Attn: City Attorney
4970 City Hall Blvd.
North Port, Florida 34286

For School District of Manatee County:

School District of Manatee County
Attn: General Counsel
215 Manatee Ave. West
Bradenton, Florida 34205

10. MISCELLANEOUS PROVISIONS:

A. Compliance with Jessica Lunsford Act: The City shall comply with the Jessica Lunsford Act (JLA). The City shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. The City and City's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes.

B. Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a charter school, this Agreement may be cancelled by School District upon thirty days written notice and School District shall be released of any and all obligations under this Agreement.

C. Entire Agreement: This Agreement and its accompanying Exhibits constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals, or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City

Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of the City that do not change the City's financial obligations under this Agreement. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

- E. Governing Law and Venue: The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in the state or federal courts located in the county of domicile of the defendant party.
- F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.
- G. Indemnification: The School District, to the extent allowed by law, shall indemnify and hold harmless the City of North Port, Florida and its Fire Rescue District and its officers, medical and nursing staff, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the personal injury, professional liability, or, with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlement.

The City shall indemnify the School Board of Manatee County, Florida and its employees, officers, and agents, against any liabilities, claims, damages, and expenses, including reasonable attorneys' fees, incurred by School District in defending or compromising any claims or actions brought against the School District arising out of or related to the City of North Port's employees' or representatives' performance of this Agreement.

In the event of any threatened or impending action that may give rise to a claim under the terms of this section, the party seeking indemnification for such claim must promptly give notice to the other party in writing by certified mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the indemnifying party.

This provision does not and shall not be construed to waive the School District or the City of North Port's entitlement to Sovereign Immunity as provided under applicable Florida Law and any obligation under this section shall be restricted to and shall otherwise not waive the limits on damages and other provisions contained in Section 768.28, Florida Statutes.

The terms of this section shall survive the termination of this Agreement.

- H. Confidentiality: The parties agree to maintain confidential records and information

pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, the Parties agree to comply with the applicable provisions of Section 501.171, Florida Statutes. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

- I. Sovereign Immunity: Each party acknowledges and agrees that the other is a governmental entity entitled to the protections of sovereign immunity as set forth in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of either party's sovereign immunity, or as a waiver of any rights, defenses, or limitations provided under Section 768.28 or any other applicable law. This includes, but is not limited to, limitations on liability and the process for bringing claims against a sovereign entity. All such rights and defenses are expressly reserved by both parties to the full extent permitted by law.
- J. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.
- K. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

L. Equal Opportunity: The parties shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

M. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

N. Compliance with the Public Records Act: Both parties acknowledge and agree that they are governmental agencies subject to the provisions of Chapter 119, Florida Statutes (Florida’s Public Records Law), and agree to comply with all applicable requirements therein. Each party shall maintain all public records, as defined under Florida law, that are created, received, or maintained pursuant to this Agreement and shall provide access to such records in accordance with Chapter 119, Florida Statutes. Each party further agrees to:

- i. Keep and maintain public records required by the other party to perform this Agreement.
- ii. Upon request, provide the public with access to public records or allow the public to inspect or copy such records within a reasonable time and at a cost that does not exceed the parameters set forth in Chapter 119, Florida Statutes, unless a public records exemption applies.
- iii. Ensure that records exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Upon completion or termination of this Agreement, either transfer, at no cost, all public records related to the Agreement to the other party, or continue to maintain them in accordance with applicable public records retention requirements. If records are transferred, any duplicates that are exempt or confidential must be securely destroyed.

If either party fails to comply with a public records request, the non-compliant party shall indemnify and hold harmless the other party for any resulting legal costs, penalties, or damages incurred due to such failure.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

IF THE SCHOOL DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL DISTRICT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS

**AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD,
NORTH PORT, FLORIDA 34286, (941) 429-7063 OR HOTLINE (941) 429-7270;
E-MAIL: publicrecordsrequest@northportfl.gov.**

- O. **Compliance with Regulations:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by City will in no way be a cause for relief from responsibility. City shall have in their possession and must provide upon request all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement.
- P. **Safety Standards:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.
- Q. **Tax Exemptions:** When purchasing directly from a supplier, School District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.
- R. **Possession of Firearms:** Possession of firearms will not be tolerated on any School District property or setting that is under the control and supervision of School District for the purpose of school activities approved and authorized by School District. No person who has a firearm in their vehicle may park their vehicle on School District property. If any employee or independent contractor of City, or any of its subcontractors, is found to have brought a firearm on School District property, said individual shall be immediately removed from School District property by City and barred from performing further work relative to the Agreement. "Firearm" has the same meaning given in Section 790.001, Florida Statutes. School District shall have the right to terminate this Agreement if City does not comply with this provision.
- S. **Criminal Acts:** Employment and performing work relative to the Agreement by City, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, City agrees to take all steps necessary to remove such person from performing work relative to the Agreement and School District property. School District shall have the right to terminate this Agreement if City does not comply with this provision.
- T. **Possession/Use/Under the Influence of Mind Altering Substances:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by City employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed by School District. School District shall have the right to terminate this Agreement if City does not comply with this

provision.

- U. Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction, or interpretation of this Agreement.
- V. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

(This space intentionally left blank; signature pages follow)

IN WITNESS WHEREOF, the City of North Port, Florida and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date 09/17/2025

By: 
[Laurie Breslin \(Sep 17, 2025 12:32:00 EDT\)](#)

Date 09/17/2025

Superintendent, School District of Manatee County

By: 

Chair, School Board of Manatee County

Date 09/04/2025

By: 
[Kevin Pendleton \(Sep 4, 2025 12:13:56 EDT\)](#)

General Counsel

Date

By:

(Affiliate Authorized Signature)

Title:

Approved by the City Commission of the City of North Port, Florida on _____, 2025.

CITY OF NORTH PORT, FLORIDA

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

EXHIBIT A

**POST-EXPOSURE PROTOCOLS FOR STUDENT
EXPOSURES TO BLOODBORNE PATHOGENS AT
AFFILIATE**

Student Exposure to Bloodborne Pathogens

In the event a Student is exposed to blood or other potentially infectious materials, Affiliate, business, or governmental entity shall immediately provide the attached *Notification Letter for Adult Health Occupation Students* to the exposed Student to sign and date. Affiliate shall immediately call the Adult Health Occupations Administrator at the College and provide a signed copy of the attached *Notification Letter for Adult Health Occupation Student* to them and retain a copy for their records. Affiliate shall immediately advise the exposed Student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment. Affiliate shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the Student through their designated licensed healthcare professional. Affiliate shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information. The School District of Manatee County, Florida, and Affiliate are not responsible for the payment of costs related to a Student's post-exposure evaluation, prophylaxis, counseling or treatment. The Student is responsible for the payment of all costs related to exposure evaluation and treatment.



School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Kevin Chapman
Interim
SUPERINTENDENT
* * *

215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
Chad Choate III, CHAIR*
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____.
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This is a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

Signature

Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

Adult Health Occupation Student's Signature

Date Signed

Composite Exhibit "B"



NORTH PORT FIRE RESCUE

STANDARD OPERATING GUIDELINE 101 FIREFIGHTER CODE OF ETHICS

Effective Date:
May 1, 2022

Revision Date:

Reference:

Scott Titus, Fire Chief

I. PURPOSE

We in the fire service should have a significant impact on the ethical behavior of our co-workers. Most American firefighters do an honest job, and we suffer embarrassment and the loss of public trust when someone soils our good reputation. We do care what the public thinks of us, and we will work to keep our image clean.

II. DEFINITIONS

ETHICS - is a general term for what is often described as the "science (study) of morality". It also encompasses:

- Philosophy, ethical behavior is that which is "good" or right"
- A set of moral principles or values.
- The study of fundamental principles that defines values and determines moral duty and obligation.
- System of moral principles, rules and standards of conduct.
- Study of right and wrong, good and bad, moral judgment, etc.

III. PROCEDURES

A. ETHICAL CONDUCT

1. Employees shall conduct themselves at all times in such a manner as to create respect for themselves, as public servants, and the City they represent.
2. Employees shall place public interest above individual, group, or special interests and will consider their jobs as an opportunity to serve the citizens of North Port.
3. Employees shall not discriminate because of race, color, religion, age, sex, handicap, political affiliation, or national ancestry. In his/her job capacity, each employee shall prevent and eliminate such discrimination while providing services, assigning work schedules, and in executing all personal actions.
4. Employee shall not accept any personal gift, favor, service, money, or anything of value from the public that might reasonably tend to influence or might reasonably be inferred to influence the impartial discharge of duties.
5. Employees shall always, when in contact with the public, be fair, courteous, respectful, and impartial. Most citizen complaints are not due to inappropriate treatment but rather due to the negative or rude behavior demonstrated by Firefighters. Employees shall immediately report and document any situations created by a member of the public or by any member of the department to their supervisor.
6. Employees shall not use their position for personal gain and will keep confidential all information not available to all citizens, but that is available to the employee by virtue of their position in the organization.

7. Employees shall, when in public, clearly distinguish/identify between all statements and actions made as an individual and as a representative of the department.

B. CONDUCT ON DUTY

1. Employees shall be required to keep themselves and their uniforms ready to perform their duties at all times.
2. Employees shall exhibit and promote "Esprit De Corps" through courteous, professional mannerisms and actions. Respect and consideration toward other members of the Department as well as professional and lay persons shall be afforded at all times.
3. All Department employees are expected to conduct themselves in a mature and professional manner. Due regard shall be applied toward decent language, moral conduct, financial responsibility, self-discipline, discretion and courtesy.
4. Employees shall use social media/networking, electronic communications, or other media technology opportunities in a manner that does not discredit, dishonor, or embarrass the Department or the City of North Port, the fire service and the public. Failure to resolve or report inappropriate use of this media equates to condoning this behavior and is considered a violation of policy.
5. No employee shall report for, or be on duty, while under the influence of any intoxicating beverage or drug. Employees shall not be absent from duty or rendered unfit to fully perform assigned duties for reasons attributed to, or produced from, indulgence of alcohol or drugs.
6. On duty personnel shall stay in their respective stations, available for duty unless they are on Department business or have permission by their station officer to be elsewhere. On duty personnel who leave their respective station, for other than the Department's business, shall have prior approval from their District Chief.
7. Accidents or personal injury occurring as a result of horseplay and practical jokes shall be subject to corrective action. A reduction in medical benefits as outlined by Workers Compensation may also occur. Physical contact sports or actions (wrestling, boxing, karate, and the like) are not permitted at any time. A violation of this rule shall result in corrective action.
8. Employees assigned to shift duty shall notify the District Chief of any inability to report for work at the earliest possible time. Personnel not complying with notification procedures prior to 0700 on the day they are to report for duty shall be absent without leave.

C. CONDUCT OFF DUTY

1. Employees are expected to conduct themselves in a mature and professional manner. Due regard shall be applied toward decent language, moral conduct, financial responsibility, self-discipline, discretion and courtesy.
2. Employees who are charged with violation of Local, State, or Federal law shall notify his/her District Chief as soon as practical. An investigation shall be conducted into the incident and a decision rendered as to

whether a breach of State, City, or North Port Fire Rescue rules has occurred, that would interfere with the employee's ability to carry out his/her official duties.

3. Employees shall not wear department issued uniforms or protective clothing off duty unless given specific permission to do so by the Fire Chief or his/her designee.



NORTH PORT FIRE RESCUE

STANDARD OPERATING GUIDELINE

510 – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Effective Date:
October 21, 2022

Revision Date:

Reference:
CAAS 103.04.02

Scott Titus, Fire Chief

I. PURPOSE

The North Port Fire Rescue District, in recognition of the purpose and requirements of the HIPAA Privacy Rule, establishes this policy and best practices for North Port Fire Rescue personnel.

The standards for Privacy of individually health information (“Privacy Rule”) established a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services (“HHS”) issued the privacy rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The HIPAA Privacy Rule protects all “individually identifiable health information” held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral. The Privacy Rule calls this information “Protected Health Information (“PHI”)

II. DEFINITIONS

Training - All NPFR personnel are required to undergo Privacy Rule/HIPAA training every 2 years. New employees will go through Privacy Rule/HIPAA training during their orientation.

Electronic Patient Care Report (ePCR) - is considered protected health information and is the property of the North Port Fire Rescue District.

Incidental Disclosures - The Privacy Rule is not intended to impede common practices that are essential in providing health care to an individual. Incidental disclosures are inevitable, but these will typically occur in radio or face to face conversation between healthcare providers (NPFR personnel and hospital personnel). Incidental disclosures should be kept to a minimum and related to required patient care practices.

Penalties for HIPAA Violation - There are significant potential ramifications for agencies and individuals that do not adhere to the HIPAA Privacy Rule including civil fines and criminal penalties. Failure of NPFR personnel to comply with this policy may result in such fines, penalties and/or disciplinary action against the responsible individual(s).

Privacy Officer Designation - In compliance with the HIPAA Privacy Rule, the NPFR has a designated Privacy Officer, which is the Division Chief of EMS. In the absence of the designated Privacy Officer, questions, concerns and reports regarding protected health information or HIPAA compliance should be directed to the alternative Privacy Officers in the following order:

- 1 - Battalion Chief-EMS
- 2 - Fire Chief

III. PROCEDURES

- A. The North Port Fire Rescue District has developed and maintains Privacy Practices for the protection of protected health information (PHI). All individuals who receive a medical assessment and treatment from NPFR personnel shall be provided with a copy of the NPFR Privacy Practices.
- B. Management and control of protected health information, which is used for approved purposes including patient care documentation (assessment and treatment) as required by our medical treatment protocols, shall be compliant with HIPAA in that the protected health information shall be protected from unauthorized disclosure by:
 - 1. Maintenance of Business Associate Agreements with entities which NPFR is authorized to share a patient's protected health information.
 - 2. Covering or securing protected health information while it is being used by NPFR for the purposes of patient care documentation.
 - 3. Document retention and destruction shall be performed by the district/city in accordance with applicable Florida laws.
- C. Disclosure of protected health information shall only be allowed if authorized by the patient or as documented by the NPFR Privacy Practices in adherence with HIPAA allowable disclosures.



NORTH PORT FIRE RESCUE

STANDARD OPERATING GUIDELINE

123 – UNIFORMS

Effective Date:
April 22, 2024

Revision Date:
April 8, 2024

Reference:

Scott Titus, Fire Chief

I. PURPOSE

To ensure that Department personnel dress and groom in such a way that promotes safety and reflects a positive image for North Port Fire Rescue.

II. PROCEDURES

A. Grooming

1. Hair will be well groomed and may not present a shaggy or unkept appearance.
2. When in uniform, the length and bulk of the hair may not, when worn as styled, extend into or below the eyebrow, nor touch the shirt collar. At no time will the length or bulk of hair impair the employee's ability to perform all their duties to include the proper wear and use of an SCBA Facepiece.
3. Mustaches are permitted but must be kept well-groomed and neatly trimmed to maintain a professional appearance. The mustache shall not interfere with the face to facepiece seal and/or valve function of the respiratory protection system.
4. Beards are not permitted.
5. An Attilio (Soul patch) is permitted but cannot extend more than 1" from the bottom of the lip and ½" from the center to either side.
6. Sideburns shall be straight in form, kept neat, not extend below the earlobe, and shall not be more than 1" wide.
7. NO hair shall interfere with the SCBA mask.
8. Fingernails shall be neat and well-manicured. The length of the fingernails shall not cause interference with safe handling of equipment or patient care. Nail polish may be worn if clear in color.
9. Jewelry – earrings, a maximum of two (2), may be worn, one (1) in each ear. Earrings shall not be greater than 1/8" in size and must be flush with earlobe. No other visible piercings are allowed. Neck chains may be worn but shall not be any greater than ¼" in width and must be kept inside the uniform shirt. Attachments to the neck chain shall not be any thicker than ¼".

10. Personal appearance and general hygiene shall follow military standards except when stated differently. Mildly scented deodorant, aftershave, cologne, perfume, and cosmetics can be worn. Cleanliness of body without the cover up of heavy scented perfumes, colognes, etc. shall be expected.
11. Although each issue regarding personal appearance is not addressed within this Policy, safety and positive personal image within the community shall govern these standards.
12. All members who have tattoos, brands, and/or body ornamentation that are visible while in uniform, plain clothes, and/or work attire, on-duty and while operating or otherwise utilizing a department motor vehicle or equipment while on or off-duty, shall ensure that said tattoo(s), brand(s) or body ornamentation shall not be disruptive, adversely impact proper discipline, impede or otherwise interfere with the regular operation of the department consistent with the listed prohibitions contained within:
 - a. Tattoo(s), brand(s) and/or body ornamentation of the neck, face, head or hand (with the exception of the ring finger in lieu of a wedding band) is strictly prohibited.
 - b. Members visible tattoo(s), brand(s) and/or body ornamentation will not depict, describe, or otherwise refer to sexual conduct, acts, organs, or preferences, and
 - c. Members visible tattoo(s), brand(s) and/or body ornamentation will neither depict, describe, nor refer to intolerance of or discrimination against, any race, religion, gender or national origin, nor shall any member have any tattoo(s), brand(s), and/or body ornamentation commonly associated with organizations or groups, which advocate such intolerance or discrimination.
 - d. Tattoos, which are determined to be offensive, rests at the discretion of the Fire Chief, and would be visible to the public, must be covered.

A. Uniforms

1. Uniformed personnel shall receive an annual allowance to purchase and maintain uniforms in accordance with Department policy and/or [Collective Bargaining Agreement](#). The allowance is to be used for the purchase and maintenance of Department approved footwear and care and cleaning of uniforms.
2. An advance of \$300.00 annually will be credited to employees uniform account for purchase of Polos, Pants, and Dress Uniforms.
3. Only Department approved vendors shall be used for the purchase of uniforms. Excepting hats, belts, footwear, and other items approved as noted in this Policy.
4. The daily duty uniform for 24-hour personnel shall be Class "C" Uniform. Department T-Shirts may be worn during training, vehicle checks/maintenance, physical fitness, during fires, or down time in station. Class "C" shall at a minimum be worn when while in public view.
5. Personnel shall only wear District approved long pants and shirt under bunker gear.
6. Sleep attire shall be deemed appropriate and non-offensive as per the Station Officer.
7. Personnel shall wear uniforms that are District approved while on duty or on special assignment.

8. Personnel shall not wear District approved uniforms while off duty. Exceptions shall be made while enroute to and from work.
9. Personnel shall wear uniforms to present a professional external image. Uniforms shall be neat and wrinkle free. Shirts shall be tucked into pants. Boots/shoes (no sneakers) shall be polished, buffed, tie d, and/or zipped with pants outside boots. A black belt shall be worn with shirt and pants. Metal parts shall be shined, clean and in serviceable condition. Personnel shall wear uniforms that are clean and presentable.
10. The Department may determine when a professional external image is not being displayed and direct employee(s) to purchase or change shoes/uniforms.
11. Department issued uniforms for personnel are as follows:
 - a. Line Personnel
 - Probationary
 - Ten (10) tee-shirts
 - Two (2) personalized polo shirts
 - Three (3) pairs of long work pants
 - One pair of long dress pants
 - One (1) Class "A" shirt
 - One (1) Class "B" shirt
 - One (1) badge
 - One set (1) collar insignia
 - One (1) black belt
 - One (1) black tie and tie clip
 - One (1) name tag
 - One (1) ball cap
 - (i) Ball cap shall always be worn with the bill facing forward.
 - (ii) Ball cap shall not be worn with Class A or B
 - One (1) pair gym shorts for fitness
 - One (1) job shirt
 - Department approved jacket
 - b. Staff Personnel
 - Six (6) Polo, Oxford, or equivalent shirts
 - Three (3) Class "A" embroidered dress shirts or Class "A" white uniform type shirt, or any combination totaling six (6) shirts
 - Six (6) pair of long pants
 - One (1) black tie
 - Appropriate badge
 - One set (1) collar insignia
 - One (1) formal dress uniform (Executive Officers only)
 - c. Staff Officers Uniform Classes:
 - Class "A" (Formal Dress):

12. All Other Personnel:

a. Class "A" (Formal Dress):

13. Approved hats:

- a. All navy snap back or fitted ball cap.
- b. Only North Port Maltese cross logo on front in white embroidery.
- c. Center ring of cross may contain station number
- d. ANY other hat must be approved by the Fire Chief or designee.

14. Approved footwear shall consist of: District approved black leather uniform shoes or boots that can (will) be polished. No sneakers allowed.

- a. Leisure shoes may be worn only in the evening hours from 1800-0700. Inside the station only (does not include apparatus bay). Department approved boots or shoes must be immediately available.
- b. Socks may be black or white.
 - White socks are only permitted to be worn with high top work boots.
 - If socks are visible at any time, they must be black.
- c. The existence of socks manufactured with white lowers and black upper should be noted by personnel who have an issue with black socks.

15. "Approved" belts shall consist of the following and may be worn ONLY as noted:

- a. Department issued (All uniform classes)
- b. Black leather basket weave (All uniform classes)
- c. Black tactical (Classes "B" and "C")

16. Physical fitness attire shall include:

- a. Appropriate shorts
- b. Department tee-shirt
- c. Athletic shoes

** Full uniform shall always be immediately available.

B. Dress Uniform Etiquette

1. Name Tag:

- a. Personnel shall wear their issued nametag centered above the right pocket flap with the top of the tag running horizontally 3/8 of an inch above the top seam. Name Tag posts touching the superior edge of the flap seam.

- b. All personnel shall wear the attachment "Serving Since" on their nametag.
2. Collar Pins:
 - a. Collar pins shall be worn above the wedge seam of both lapels.
 - b. The "Fire Scramble" pin shall be worn with the bottom of the ladder in-line with the point of the lapel, and the side of the pins just touching the wedge seam.
 - c. The "Bugle" pins shall be worn with the bugle(s) in-line with the point of the lapel, and the side of the pins just touching the wedge seam.
3. Department badge:
 - a. Department badge shall be worn on the left breast, centered over the pocket flap.
4. Tie pins:
 - a. Tie pins shall be positioned four (4) buttons from the top (including the collar button), centered within the tie, and with the safety chain placed into the buttonhole.
5. Authorized Pins and Citation Bars:
 - a. Members may wear the following citation bars in the order listed below, if issued. Please note, the bars are listed in the order that they shall be placed on uniform (i.e. American Flag Bar will ALWAYS be the topmost)
 - American Flag Bar
 - Medal of Valor
 - Military Service (3 stars on top and 2 on the bottom)
 - Unit Citation (black on the outboard)
 - Honor Guard
 - Firefighter/Fire Officer of the Year Award (Red to the outboard)
 - Phoenix Award
 - Years of Service
6. Members will wear all citation bars at any time.
 - a. Citation bars will be centered over the name badge and will extend vertically up the lapel of the shirt. Citation bars shall be placed 1/8th of an inch apart and backed to remove excess blouse material. ESLI pin is to be worn centered on the left pocket flap with the post touching the superior edge of the flap seam. The stork is to be worn on the left pocket flap to the outboard side.
 - b. Personnel are not permitted to wear any other badge, pin, or device on the uniform shirt unless authorized by the Fire Chief or his designee.
7. Trousers will be fitted and worn so the lower edge of the waistband is at the top of the hip bone plus or minus ½ inch. The front crease of the trouser will reach the top of the instep, touching the top of the boot/shoe at the lace. Trousers will be hemmed at a half break, touching between the top of the heel and the top of the standard boot/shoe.
8. Belts shall be worn so that the tail end faces the wearers left and has a tail length of 3 to 6 inches and the buckle is adjusted to the wearers gig line.

9. Covers shall be worn so that the brim of the cover sits approximately 1 ½ inches from the bridge of the nose and at the posterior crown of the head.

C. Uniform Requests

1. The Logistics Officer will be in charge of the uniform supply. Personnel will be allotted a set dollar amount per calendar year. (After probationary year) Request shall be made in operative IQ and on [NAFECO Connect](#)
2. Uniform Website
 - a. All NPFR members shall be given access to the uniform ordering website by the Logistics Officer, upon hire or completion of their probationary period. This website contains issue items such as Class C trousers, Polo Shirts and Job Shirts and other approved uniform items available for individual purchase. All orders are approved by the Logistics Officer before completion. Username and Password are assigned by the Logistics Officer.
3. Other uniform items provided by the Department can be requested as a case-by-case basis. Requests shall be submitted via memorandum with the justification for such items to their direct supervisor, through the chain of command.
4. Emergency replacement uniforms shall be addressed on a case-by-case basis. Old, damaged uniforms shall be presented for replacement approval. If contaminated a simple written request will be enough.

D. Uniform Care and Laundering

1. It is the responsibility of each District Employee to maintain all uniforms in a functional, clean, and presentable condition.
2. Dry cleaning shall be done using medium starch and the patches do not get creased when pressed.
3. City provided residential and commercial washers/dryers shall be used for business purposes only.

SECTION 2 WORKING AT THE CITY OF NORTH PORT

Number:	2.1
Title:	ETHICS
Issued:	January 3, 2022
Revised:	

2.1 ETHICS

PURPOSE

The City of North Port is committed to conducting its business fairly, impartially, in an ethical and proper manner, in compliance with all laws and regulations, and with integrity underlying all relationships, including those with citizens, customers, suppliers, and communities, and among employees. The highest standards of ethical business conduct are required of City employees in performance of their responsibilities. City employees must engage in conduct and/or activities that represent honesty, integrity, and impartiality.

The City of North Port can only achieve a high ethical standard if all employees act accordingly. The City's integrity and reputation rest on the many, often small decisions employees make every business day.

This policy has been established to maintain the integrity of the City in dealings between employees, customers, and suppliers. This policy is not intended to cover every situation but should be considered and serve as the cornerstone for all business decisions.

This policy covers all employees of the City of North Port. An employee with questions regarding the interpretation of this policy, should talk with their immediate manager, director, or the Human Resources Department.

Exactly what constitutes a conflict of interest, or an unethical business practice is both a moral and a legal question.

The City recognizes and respects an individual employee's right to engage in activities outside of their employment that are private in nature and do not in any way conflict with or reflect poorly on the City. However, management reserves the right to determine when an employee's activities represent a conflict with the City's interests or reflect poorly on the City, and to take whatever action is necessary to resolve the situation.

POLICY

This policy is intended to provide guidance to all employees on areas of ethical risk, to help them recognize and deal with ethical issues, provide mechanisms to report unethical conduct, foster a culture of honesty and accountability, deter unethical behavior, promote fair and accurate disclosure and financial planning, and to address and provide clarity of expectations around all relationships and social responsibility.

No code or policy can anticipate every situation or relationship (internal and external). Accordingly, this policy provides guiding principles. The City will make all decisions on the application of this policy on a case-by-case basis.

All City employees are required to acknowledge that they have read and understand this policy and must be/remain in compliance with it.

PROCEDURE

A. RELATIONSHIP TO CITY'S CORE VALUES AND BUSINESS GOALS

Core values include honesty, fairness in the treatment of others, openness to input and feedback from others, and valuing the diversity of knowledge, skills, perspectives, and ideas each individual brings to the workplace. Employees are required and expected to act responsibly to establish a harmonious work environment, characterized by good will. Employees are encouraged to submit complaints in good faith, and to have complaints investigated and responded to in a reasonable time. The City provides a safe avenue, free of retaliation or reprisal, for this process.

B. ACCOUNTABILITY

1. Internal accountability. Employees are expected to uphold the City's commitment to protect human rights, discourage illegal labor practices, and to report any abuses to the City immediately.
2. External accountability. The City advises its suppliers and contractors that each is expected to comply with all applicable international, national, and local laws, rules, regulations, standards, and orders in connection with the performance of their relationship with the City. This includes but is not limited to all applicable laws, rules, and regulations relating to international trade, human rights, human trafficking in supply chains, illegal labor practices, embargos, import and export control, and sanctioned party lists.

C. COMMITMENT TO LEGAL AND REGULATORY COMPLIANCE

Legal and regulatory compliance, including any required disclosures, are required of all City employees. All employees are expected to comply with all rules, laws, and regulations applicable to the City and to that individual's job duties.

D. ACCOUNTING INTEGRITY

The City Manager and City Commissioners rely on the integrity of the City's financial reports and other financial reporting. Financial reporting must be reliable, complete, and timely. Accounting management and employees are required to maintain and adhere to the City's internal controls as well as to legal requirements for this activity. It is the responsibility of all employees, but especially employees in the Finance Department, to report any questionable accounting or auditing practices that appear contrary to this requirement.

E. PROTECTION OF PROPRIETARY INFORMATION, INTELLECTUAL PROPERTY, AND CITY ASSETS

For the City to continue to grow and be successful, its proprietary and sensitive information, as well as

that of its customers and vendors, must be kept confidential except where otherwise required by Florida law. The City must not violate the intellectual property or copyrights of others and requires the same of its employees. Additionally, City assets must only be used for legitimate business purposes.

F. PERSONAL BEHAVIOR

Each employee has a responsibility to the City and their colleagues to demonstrate the highest standards of personal integrity and honesty in all business activities. Employees must:

1. Comply with all applicable laws, ordinances, and regulations in carrying out their job responsibilities.
2. Eliminate any and all circumstances that may result in the receipt of a personal privilege or benefit through or based on the performance of their job duties.
3. Discuss openly with management any situation the employee believes may compromise their personal integrity or place the City in a questionable situation.
4. An employee must notify their immediate supervisor or the Human Resources Department no later than the next business day from the date of the employee's arrest, pending criminal action, or criminal conviction.
5. Participate in any internal or external investigation authorized by the City Manager or Human Resources Department by providing testimony and evidence upon request.
6. Avoid all interests or activities that conflict with the ethical conduct of their job duties.
7. Maintain the integrity of City information and records, both internal and external documents. Alteration or falsification of any record or data is in violation of this policy.

G. CONFLICT OF INTEREST

The City is committed to conducting business honestly, with integrity, and in full compliance with the law. This commitment includes but is not limited to relationships with auditors, customers, employees, government representatives, vendors, and the public.

No employee acting in their official capacity shall either directly or indirectly purchase, rent, or lease any realty, good, or service for the City from any business entity in which the employee or employee's spouse, or any relative of the employee or employee's spouse, is an officer, partner, director, or proprietor or in which the employee, employee's spouse, or any relative of either has a financial interest.

In line with this commitment, no employee shall knowingly conduct business for the City when their behavior is not honest or lawful. All City related business conducted by an employee must serve the best interests of the City.

H. GIFTS AND GRATUITIES

No employee shall, at any time, accept any compensation, payment, or thing of value when the employee

knows, or with the exercise of reasonable care should know, that it was given to influence any action or decision in which the employee is expected to participate in their official capacity. Anyone involved in influencing the purchasing process (recommending, specifying, selecting, ordering, etc.) must be dedicated to the best interests of the City, and must avoid any activity that may compromise the purchasing decision making process.

De-minimis gifts, such as candy or holiday treats, may be accepted on behalf of an office or department as a whole and must be shared among the department staff. Any other gift received must be reported to the City Manager's office within five (5) days of receipt. The City Manager or designee shall determine whether there is a conflict or potential conflict of interest and resolve the matter as they determine is in the best interest of the City.

A cash gift, or the equivalent, must never be accepted from a customer or vendor. Any such gift received or offered must be reported to the City Manager's office within five (5) days of receipt.

I. POLITICAL ACTIVITIES

Employees are encouraged to keep informed and aware of important issues, and to be involved and take part in the voting process. The City has an interest in elections at the national, state, county, and local levels. The City, through the City Commission, may choose to express its opinion on local and national issues that affect City business, but it will not abuse the City's standing to influence political issues. In political matters, the City is mindful of its legal and ethical obligations and will obey all relevant laws and regulations.

Employees may engage in political activities to the extent allowed by law during their off-duty time, so long as their activities do not interfere with the operation of City business. Employees are prohibited from wearing or displaying political badges, buttons, stickers, clothing, or other political items or campaign items while on-duty, riding in or on City equipment, in City uniform, or when representing oneself as a City employee.

Employees may run for elective office or be appointed to non-elective office, so long as the position has no direct or indirect interference with their work as a City employee. Employees elected to the City Commission must resign their position as a City employee prior to starting their term in office. No City funds may be used directly or indirectly to solicit or provide contributions to political candidates, and no employee may be solicited by the City or other employee for political or campaign contributions while on-duty or on City property.

J. VIOLATIONS OF THIS POLICY

1. How to define the gray areas. An employee faced with a situation that they believe may cause a violation of this policy or who is unsure how to handle a situation as it relates to this policy, should consult the Human Resources Department for clarification. Open and honest communication will ensure that misunderstandings do not occur in the adherence to this policy.
2. How to report a violation. Employees have a duty to report suspected wrongdoing and should address the situation directly or report to their Manager, Director, or the Human Resources Department. In most situations, reporting the issue to a higher level of management or the Human Resources Department will allow the City to resolve the issue.

3. A violation of City policy is subject to corrective action up to and including termination. This applies equally to anyone who condones improper or illegal conduct by another employee.

Number:	5.7
Title:	PERSONAL APPEARANCE/DRESS CODE
Issued:	January 3, 2022
Revised:	

5.7 PERSONAL APPEARANCE/DRESS CODE

PURPOSE

To outline the expectations for employees' personal appearance and proper business attire.

POLICY

Employees are expected to use good judgement regarding what clothing is appropriate and what is not, and to keep their daily work schedule in mind when determining what to wear to work. While latitude will be granted for employees to keep current with styles and trends, employees are expected to maintain dress and grooming standards appropriate to the type of work they are performing, including interaction with clients and the public. Directors, managers, and supervisors shall coach any employee dressed inappropriately.

Department Directors shall determine which job classifications require uniforms, and the appropriate uniform components. Uniforms should be well maintained to emphasize the professionalism of the workforce and to promote pride in the City.

PROCEDURE

A. INAPPROPRIATE CLOTHING

The following are examples illustrating clothing that is inappropriate for the workplace:

1. Items displaying inappropriate logos, slogans, or large emblems.
2. Clothing that is revealing, provocative, or that may cause a distraction.
3. Work-out clothes and shorts (unless required by an employee's job duties).
4. Clothes that are ripped, torn, or ill-fitting (too tight or too baggy).
5. Halter tops and thin strapped shirts.
6. Beach and shower shoes.
7. Jeans for office staff (with the exception of casual Friday)

B. CASUAL FRIDAY

Department Directors may designate Fridays as a casual clothing day. Jeans may be worn on a casual Friday, but inappropriate clothing is never permitted.

C. SPECIAL EVENTS ATTIRE

1. If Halloween falls on a workday, tasteful costumes may be worn.
2. Special event attire for fundraising may include jeans, jerseys, and specialty t-shirts.

D. CITY SPONSORED EVENTS

The following clothing is inappropriate for any event sponsored or organized by the City, whether employee attendance is mandatory or voluntary:

1. Item displaying inappropriate logos, slogans, or large emblems; and
2. Clothing that is revealing, provocative, or that may cause a distraction.

E. BODY PIERCING AND BODY ART

Body piercing and body art in the form of tattoos and other skin pigment alterations is a personal choice. However, management reserves the right to ask an employee to remove or cover anything that is deemed to be inappropriate for viewing by customers and other employees.

Number:	6.3
Title:	WORKPLACE HARASSMENT
Issued:	January 3, 2022
Revised:	

6.3 WORKPLACE HARASSMENT

PURPOSE

To ensure that all employees are treated with dignity, respect, and are able to work in an environment free of harassment.

POLICY

Harassment based on race, color, age, sex, national origin, religion, marital status, sexual orientation, gender identity, disability, genetic information, or any other legally recognized status entitled to protection under local, state, or federal anti-discrimination laws will not be tolerated. Every reasonable effort will be made to ensure that all employees are familiar with this policy and are aware that any complaint involving a violation of this policy will be investigated and resolved appropriately.

PROCEDURE

A. SEXUAL HARASSMENT

1. Sexual harassment is unwelcome conduct of a sexual nature that is sufficiently persistent or offensive to unreasonably interfere with an employee's job performance or that creates an intimidating, hostile, or offensive work environment. Sexual harassment is defined by the Equal Employment Opportunity Commission Guidelines as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
 - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive work environment.
2. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in

the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

3. Sexual harassment can be physical and psychological in nature. An aggregation of a series of incidents can constitute sexual harassment, even if one of the incidents considered on its own would not be harassing. Employees are prohibited from harassing other employees whether or not the harassment occurs on City property, and whether or not it occurs during working hours.
4. The City prohibits any behavior by an employee that could be considered sexual harassment by another City employee, citizen, vendor, or visitor to the City. The behavior is prohibited regardless of how it is conducted, including but not limited to by voicemail, e-mail, text message, Instant Message (IM), or other type of nonverbal, spoken, written, or electronic communication. Prohibited behaviors include but are not limited to:
 - a. Repeated unwelcome contact or touching.
 - b. Repeated unwelcome and offensive sexual flirtations, staring, or propositions.
 - c. Continued or repeated actions that are sexual in nature, such as sexually related or suggestive comments or jokes, or requests for sexual favors.
 - d. Continued or repeated graphic commentaries about a person's body; and
 - e. Continued or repeated use of sexually degrading words about a person or the person's body.
5. The above list is not exhaustive, and each situation will be considered in light of its specific facts and circumstances.
6. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is offensive both objectively and subjectively, that fails to respect the rights of others, that lowers morale, and that interferes with work effectiveness.

B. DISCRIMINATORY HARASSMENT

1. Discriminatory harassment is unwelcome verbal, written, or physical conduct that is directed at a person because of the person's race, color, age, sex, national origin, religion, marital status, sexual orientation, gender identity, disability, genetic information, or any other legally recognized status entitled to protection under local, state, or federal anti-discrimination law, when:
 - a. Such conduct has the purpose or effect of unreasonably interfering with the person's work performance; or
 - b. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.
2. No employee shall behave in a way that could be considered discriminatory harassment by another employee, citizen, vendor, or visitor to the City. The behavior is prohibited regardless of

how it is conducted, including but not limited to by voicemail, e-mail, text message, Instant Message (IM), or other type of nonverbal, spoken, written, or electronic communication. Prohibited behaviors includes but are not limited to:

- a. Repeated unwelcome jokes or comments about a person's legally protected status (e.g., racial, or ethnic jokes or comments).
- b. Continued and repeated use of slurs, epithets, derogatory terms, or comments reflecting stereotypes based on a person's legally protected status; and
- c. Continued and repeated use of disparaging or degrading words about a person based on their legally protected status.

3. The above list is not exhaustive, and each situation will be considered in light of its specific facts and circumstances.

C. PROCEDURE FOR REPORTING WORKPLACE HARASSMENT (INTERNAL COMPLAINT)

1. An individual who believes they are the victim of or witness to conduct prohibited by this policy, engaged in by any employee, elected official, outside vendor, or member of the public, should promptly report the incident(s) to any of the following individuals:
 - a. The employee's immediate supervisor or manager.
 - b. Human Resources Department; or
 - c. City Manager.
2. Anyone with knowledge of or made aware of an allegation of harassment has a duty to report it and must immediately make the Human Resources Department aware of the prohibited conduct.
3. If jurisdiction under Title VII, ADEA, or ADA can be established, an investigation will be conducted. A report of the investigation's findings and recommendations will be prepared and sent through the Director of Human Resources to the City Manager. Additionally, recommendations will be made to the applicable departments.
4. An investigation may include individual interviews with the parties involved, with individuals who may have observed the alleged conduct, and with those with relevant knowledge. All employees have a duty to cooperate in any investigation upon request.
5. Confidentiality will be maintained throughout the investigatory process to the extent permissible or as required by law.
6. Retaliation against an individual for reporting harassment or for participating in an investigation of a claim of harassment is a serious violation of law and this policy and may subject an employee to disciplinary action up to and including termination. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

7. Responsive action to a finding of harassment may include employee training, referral to counseling, or disciplinary action such as a warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or termination as determined appropriate under the circumstances.
8. False and malicious complaints of harassment, discrimination, or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

Exhibit C

Excerpt from School Board of Manatee County Policies and Procedure Manual

3210 - STANDARDS OF ETHICAL CONDUCT

Instructional staff members shall be guided by and adhere to the following ethical principles:

- A. The instructional staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
- B. The instructional staff member's primary professional concern will always be for the student and for the development of the student's potential. The instructional staff member will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.
- C. The instructional staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District instructional staff shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual's teaching certificate, or the other penalties as provided by law, as well as disciplinary action, including but not limited to termination of employment.

- A. Obligation to the student requires that the District instructional staff member:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
2. not unreasonably restrain a student from independent action in pursuit of learning.
3. not unreasonably deny a student access to diverse points of view.
4. not intentionally suppress or distort subject matter relevant to a student's academic program.
5. not intentionally expose a student to unnecessary embarrassment or disparagement.
6. not intentionally provide classroom instruction to students in prekindergarten through grade 8 on sexual orientation or gender identity, except when required by F.S. 1003.42(2)(n)3. and 1003.46.
7. not intentionally provide classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by state academic standards as adopted in F.A.C. 6A-1.09401, or is part of a reproductive health course or health lesson for which a student's parent has the option to have their student not attend.
8. not intentionally violate or deny a student's legal rights.
9. not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01.
10. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each

student is protected from harassment or discrimination. Discrimination on the basis of race, color, national origin, or sex includes subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a).

11. not exploit a relationship with a student for personal gain or advantage.
12. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
13. not violate F.S. 553.865(9)(b), which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution.
14. not violate F.S. 1000.071, which relates to the use of personal titles and pronouns in educational institutions.

B. Obligation to the public requires that the District instructional staff member shall:

1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
2. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
3. not use institutional privileges for personal gain or advantage. (see also Policy 3129, *Conflict of Interest*)
4. accept no gratuity, gift, or favor that might influence professional judgment. (see also Policy 3129, *Conflict of Interest*)
(NOTE: Pursuant to F.S. 112.313, no instructional staff member shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)
5. offer no gratuity, gift, or favor to obtain special advantages.

C. Obligation to the profession of education requires that the District instructional staff member shall:

1. maintain honesty in all professional dealings.
2. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.
3. not interfere with a colleague's exercise of political or civil rights and responsibilities.
4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination.
5. not make malicious or intentionally false statements about a colleague.

6. not use coercive means or promise special treatment to influence professional judgments of colleagues.
7. not misrepresent one's own professional qualifications.
8. not submit fraudulent information on any document in connection with professional activities.
9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
10. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
11. provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
12. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules.
13. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any investigations involving the Department of Children and Families and any arrests/charges involving a criminal offense other than a minor traffic violation.

Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, instructional staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).
14. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).
15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).
16. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.
17. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

D. No instructional staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in

substantial conflict with the proper discharge of their duties in the public interest. (see also Policy 3129, *Conflict of Interest*)

All instructional staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

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